

**PRINCE GEORGE'S COUNTY GOVERNMENT
DEPARTMENT OF THE ENVIRONMENT**

**DECLARATION OF COVENANTS
EASEMENT AND RIGHT OF ENTRY**

For Storm and Surface Water Facility and System Maintenance

This DECLARATION OF COVENANTS, made this _____ day of _____, 201__, by _____ hereinafter referred to as the "Covenanter(s)" to and for the benefit of Prince George's County, Maryland, a body corporate and politic and its successors and assigns hereinafter referred to as the "County".

WITNESSETH:

Whereas, the County is authorized and required to regulate and control the disposition of storm and surface waters within the County's Stormwater Management District set forth MD Local Government Article, Sec. 21-607 of the Annotated Code of Maryland; and

Whereas, Covenanter(s) is (are) the owner(s) of a certain tract or parcel of land more particularly described as:

_____ being all or part of the land which it acquired by deed dated _____ from _____ grantors, and recorded among the Land Records of Prince George's County, Maryland, in Liber _____ at Folio _____ such property being hereinafter referred to as the "the property"; and

Whereas, the County desires to construct certain improvements on Covenanter(s) property which may alter the extent of storm and surface water conditions on both the property and adjacent lands; and

Whereas, in order to control surface water flow conditions and reduce nutrients and sediment from the Covenanter(s) property, the County desires to build at its expense, a storm and surface water management facility and system more particularly described and shown on plans titled _____

and further identified under approval number _____; and

Whereas, the County has reviewed and approved these plans subject to the execution of this agreement; and

Whereas, the County and Covenanter(s) share the common goal of improving water quality within the County and to contribute to environmental restoration efforts to meet the County's National Pollutant Discharge Elimination System (NPDES), Municipal Stormwater Sewer System Permit (MS4); and County and Covenanter(s) hereby agree to work jointly to maintain the functional and aesthetic functions of the Best Management Practices (BMP's) constructed by the County at the property; and

Whereas, Subtitle 32 of the County Code - Water Resources Protection and Grading Code allows the County to assess and implement a Clean Water Act Fee for the improvement of water quality as it relates to untreated stormwater runoff, and further authorizes the reduction of said fees assessed to property owners to account for on-site and off-site systems that reduce the quantity or improve the quality of stormwater discharged from the property (Reference CB-45-2013, CB-59-2013); and

NOW THEREFORE, in consideration of the benefits received by the Covenanter(s), as a result of the County's approval of this plan and installation of the improvements, Covenanter(s), with full authority to execute deeds, mortgages, other covenants, and all rights, title and interest in the property described above do hereby covenant with the County as follows:

1. County shall design and install, at its sole expense, the above referenced storm and surface management facility and system in strict accordance with the plan approval granted by the County.
2. Covenanter(s) hereby grants the County it agents, employees, and/or contractors a perpetual easement to install the BMPs and/or the facilities on the approved and designated areas of the Covenanter(s) property.
3. Covenanter(s) shall perpetually maintain at its sole expense, the aesthetic functions of the constructed Stormwater BMP's facilities and surrounding property in strict accordance with the final approved Plans and Operation and Maintenance Manual provided by the County. Aesthetic maintenance shall include; mowing, weeding, mulching, raking, debris removal, sediment removal, replacement of landscaping, pavement sweeping, restoration and repair of existing features including grass lawns & shrubs, and repair to erosion.
4. Covenanter(s) shall be eligible to apply for and receive up to a fifty (50) percent reduction to the Impervious Area Impact Fee (Clean Water Act Fee) for the site. Eligibility subject to acceptable performance of aesthetic maintenance and inspection verification by the County.
5. The County shall perpetually maintain at its sole expense the functional maintenance of constructed Stormwater BMP's in strict accordance with the final approved Plans and Operation and Maintenance Manual. Functional maintenance shall include; repair/restoration of loss of operational function of the BMP and or the facility, life cycle maintenance such as replacement of pipes, structure, clogged filter(s), soil media, and other appurtenances, and repair to structural integrity of earthen embankments and outfalls.
6. Covenanter(s) hereby grants to The County, it agents, employees, contractors perpetual rights of entry to ingress and egress over the property of the Covenanter(s) at reasonable times and in a reasonable manner to inspect and verify the constructed BMPs and/or facilities are being properly maintained and functioning, and to perform functional maintenance as determined necessary.
7. The Covenanter(s) agree that should it fail to maintain or correct aesthetic functions or defects in the above described facility and system within thirty (30) days from the issuance of a written notice from the County as determined by the County in its sole discretion, the County is authorized to enter the property to make all repairs and perform all the maintenance as deemed necessary. The County shall be authorized to revoke any and all

Clean Water Act fee reductions previously applied to the property, and reinstate the same fees to the subject property beginning on the current year's annual tax bill.

8. Covenanter(s) shall indemnify, hold harmless and defend the County from and against any and all claims, demands, suits, liabilities, losses, damages and payments including attorney fees claimed or made by persons not parties to this Declaration against the County that are alleged or proven to result or arise from the Covenanter(s), operation, or maintenance of the storm and surface water facility and system that is the subject of this Covenant.
9. The covenants contained herein shall run with the land and the Covenanter(s) further agrees that whenever the property shall be held, sold and/or conveyed, it shall be subject to the covenants, stipulations, agreements and provisions of this Declaration, which shall apply to, bind and be obligatory upon the Covenanter(s) hereto, its heirs successors and assigns and shall bind all present and subsequent owner's of the property served by the facility.
10. The Covenanter(s) shall promptly notify the County when the Covenanter(s) legally transfers any of the Covenanter(s) responsibilities for the facility. The Covenanter(s) shall supply the County with a copy of any document of transfer, executed by both parties.
11. The provisions of this Declaration shall be severable and if any phrase, clause, sentence or provisions is declared unconstitutional, or the applicability thereof to the Covenanter is held invalid, the remainder of this Covenant shall not be affected thereby.
12. This Declaration shall be recorded among the Land Records of Prince George's County, Maryland by the County.
13. In the event that the County shall determine at its sole discretion at future time that the facility is no longer required, then the County shall at the request of the Covenanter(s) execute a release of this Declaration of Covenants.

IN WITNESS WHEREOF, the Covenanter(s) have executed this Declaration of Covenants as of this ____ day of _____, 201__.

ATTEST:

FOR THE COVENANTOR(S)

(Signature)

(Signature)

(Printed Name)

(Printed Name and Title)

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that, on this _____ day of _____, 201__, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____ who acknowledged himself/herself to be a _____ of _____, and as such, being authorized so to do, he executed the foregoing instrument for the purposes therein contained by signing their name as _____ for himself or herself for said _____.

AS WITNESS my hand and Notarial Seal _____
Notary Public

My Commission expires: _____

ATTEST:

**PRINCE GEORGE'S COUNTY,
MARYLAND**

By: _____
Name: _____

By: _____
Name: _____
Title: Deputy Chief Administrative Officer

Reviewed for Legal Sufficiency

Reviewed and Approval Recommended:

Office of Law

Adam Ortiz
Director, Department of the Environment

STATE OF MARYLAND, CITY/COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 20 ____, before me, a Notary Public in the State of Maryland, personally appeared, _____ who acknowledged himself/herself to be the **DEPUTY CHIEF ADMINISTRATIVE OFFICER** of the County, known or satisfactorily proven to me to be the person whose name is subscribed to this document, and acknowledged that he/she executed it on behalf of the County as its duly **AUTHORIZED OFFICER**, to execute this document on behalf of the County.

AS WITNESS my hand and Notarial Seal. _____
Notary Public

My Commission expires: _____